



WEST VIRGINIA PARKWAYS AUTHORITY

REQUEST FOR PROPOSALS

Sealed proposals will be received by the West Virginia Parkways Authority for:

REMOVE AND REPLACE FLAT ROOF SYSTEM – PRINCETON TOURIST INFORMATION CENTER

This contract is located in Mercer County. The work shall consist of removing and replacing the flat roof system.

The estimated roof square footage is as follows - 1,160 SF. Including curb height 1,520 SF.

All work under this contract shall be completed by **June 30, 2015**.

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd., Charleston, WV until **2PM on Tuesday, January 20, 2015**. If proposals are mailed via the U. S. Postal Service regular mail, they must be addressed to the WV Parkways Authority, P. O. Box 1469, Charleston, WV 25325. This mail is picked up by the Authority once a day between 7:00 and 8:00 a.m. However, Drop-Off, Express Mail One Day Service, Federal Express, United Parcel Service (UPS), etc. must be delivered / sent to the West Virginia Parkways Authority, 3310 Piedmont Rd., Charleston, WV 25306. Fax bids will not be accepted.

It shall be the bidders' responsibility to determine their method of transmittal such that their bids will arrive in the Authority's office prior to the scheduled bid opening. The Authority cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Late submissions will not be accepted and will remain unopened. Any proposal received after the proposal opening date and time will be immediately disqualified in accordance with applicable law and administrative rules and regulations applicable to the Authority.

All proposals **must** be enclosed in a sealed envelope bearing the name and address of the proposer and clearly marked as follows:

Attn: Purchasing Department

RFP: REMOVE AND REPLACE FLAT ROOF SYSTEM – PRINCETON TOURIST INFORMATION CENTER

Bid Opening Date: January 20, 2015

Specifications are available at www.wvturnpike.com

The West Virginia Parkways Authority reserves the right to reject any and/or all proposals. Prospective vendors are responsible for all toll charges incurred while providing goods or services to the West Virginia Parkways Authority.

Any and all questions regarding this procurement should be submitted in writing and sent to:

Ron Whitehair, Deputy Director of Purchasing
Fax: 304-256-6674
Email: rwhitehair@wvturnpike

Proposals must be made upon the forms furnished by the Authority in the manner designated in the specifications, and must be enclosed in sealed envelopes bearing the name and address of the bidder and the number of the contract on the outside, and must be accompanied by a CASHIER'S or CERTIFIED CHECK or BID BOND in favor of the West Virginia Parkways Authority, FOR AN AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE AMOUNT OF THE PROPOSAL OR \$2,000 WHICHEVER IS THE GREATER, and must be delivered at the place designated above on or before the day and hour named.

The Authority strongly encourages minority owned and women owned businesses to submit proposals for this contract.

The WVPA is an Equal Opportunity Employer. All firms submitting proposals must certify that they practice Equal Employment Opportunities.

WEST VIRGINIA PARKWAYS AUTHORITY

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WEST VIRGINIA PARKWAYS AUTHORITY

SPECIAL PROVISIONS FOR

NOTICE TO BIDDERS

Prior to the bid date, questions that are technical/engineering or contract administration in nature or involve quantity discrepancies concerning this project should be directed Shelley Clay Director of Purchasing West Virginia Authority, Tel. 304-926-1900, sclay@wvturnpike.com

TO REPORT BID RIGGING ACTIVITIES CALL:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "Hotline" Monday through Friday, 8:00 AM to 5:00 PM, Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "Hotline" to report such activities.

The "Hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

CONTRACTOR'S PROPOSAL

CONTRACT PRINCETON TIC FLAT ROOF REPLACEMENTS 2015

Proposal by _____
(Contractor)

of _____
(Address)

Telephone No _____ Email Address _____

for the construction of the West Virginia Parkways Authority's Replacement of flat roof systems Contract in MERCER COUNTY, West Virginia, known as Contract FLAT ROOF REPLACEMENT 2015.

TO THE WEST VIRGINIA PARKWAYS AUTHORITY:

The undersigned hereby proposes to construct and build the above described contract for the respective amounts hereinafter set out.

On the acceptance of this proposal for said work, the undersigned will give the required bond with good security, conditioned for the faithful performance of said work and insurance, according to said plans and specifications and the doing of all other things required by said specifications for the consideration herein named and with the further condition that the Authority shall be saved harmless from any and all damages that might accrue to any person, persons or property by reason of negligence of the undersigned, or any person or persons under his employment and engaged in said work. Accompanying this proposal is a proposal guaranty bond, cashier's check or certified check on _____ Bank for \$_____ (for either \$2,000 or 5% of the total bid, whichever is the greater).

In case this proposal shall be accepted by said Authority and the undersigned should fail to execute the contract with and furnish the surety required within the time fixed herein, this money shall become the property of the Authority, and shall be deposited to the credit of the Authority, otherwise, said check is to be returned to the undersigned.

The undersigned certifies that their firm is practices Equal Employment Opportunities and declares to have no interest, direct or indirect, in any other bid for the work covered by the proposal, and to have carefully examined the form of contract and specifications, and the drawings therein referenced to, and will provide all necessary machinery, tools and apparatus and furnish all labor and materials and things necessary in the construction of said project. Said proposer has personally examined the project site considered in this proposal and is acquainted with all conditions and requirements and the location, ground, material, etc., and is relying on personal knowledge, not the Engineer's Estimate. The undersigned agrees to do all work in the most substantial and workmanlike manner called for by said contract plans and specifications, for the respective unit prices named below.

Schedule of Items

Contract Princeton TIC Flat Roof Replacement 2015

Bid Opening: January 20, 2015

Contactor Name: _____

Item No.	Description	Unit	Quantity	Unit Price	Total
1	Flat Roof Remove and Replace	LS	1		
2	Replace 5/8 CDX plywood as needed	SF	200		
3	Remove and Replace 3" Tampered Rigid Insulation	SF	1,200		
4	Remove and Replace Roof Drains with like	Each	2		
5	Remove and Replace Roof Vents with like	Each	2		
6	Replace Roof Pavers with Pads	Each	67		
Grand Total Bid					

(Write)

(Figure)

AFFIDAVIT OF NONCOLLUSION
CONTRACT PRINCETON TIC FLAT ROOF REPLACEMENTS 2015

State of _____

County of _____

I, _____ (Contractor) by
_____ (Name and Title)

of authorized representative), being duly sworn do depose, say and certify: That said contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with Contract Flat Roof Replacement 2015.

Contractor

Name and Title of Authorized
Representative

Taken, subscribed and sworn to before me this ____ day of _____, 20____.

Notarial Seal if executed
Outside West Virginia

Notary Public

Witness my hand and seal this ____ day of _____, 20____.



**State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5**

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

I, _____, after being first duly sworn, depose and state as follows:

1. I am an employee of _____; and,
(Company Name)
2. I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

(Company Name)

By: _____

Title: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____.

By Commission expires _____

(Seal)

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Jan 2009

CONTRACTOR LICENSE
Princeton TIC Flat Roof Replacement 2015

West Virginia State Code 21-11-2 requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Application for contractor's license may be made by contacting The West Virginia Department of Labor, 1800 Washington Street, East, Charleston, WV 25305, telephone (304) 558-7890.

West Virginia State Code 21-11-11 requires any prospective bidder to include the contractor's license number on their bid.

BIDDERS TO COMPLETE:

Contractor's Name: _____

Contractor's License No.: _____

The successful bidder will be required to furnish a copy of their contractor's license prior to issuance of a Purchase Order/Contract.

Contractor: _____ By: _____
Authorized Representative

CERTIFICATION

By submitting the within bid/proposal, the undersigned certifies in accordance with the West Virginia Code 5-22-1(b)1 that it:

- A. Is ready, able and willing to timely furnish the labor and materials to complete the Contract.
- B. Is in compliance with all applicable Laws of the State of West Virginia; and,
- C. Has supplied a valid bid bond or other surety authorized or approved by the contracting or public entity.

Contractor: _____ By: _____
(Authorized Representative)

WEST VIRGINIA PARKWAYS AUTHORITY

CONTRACT PRINCETON TIC FLAT ROOF REPLACEMENTS 2015

I hereby acknowledge receipt of the following addenda and have made the necessary revisions to the Contractor's Proposal, plans and/or specifications, or other applicable documents, and have considered the addenda in the calculation of my bid.

Addendum Numbers

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

I further acknowledge that the failure to confirm receipt of the addenda will cause my proposal to be rejected.

WEST VIRGINIA PARKWAYS AUTHORITY

SPECIAL PROVISIONS FOR

NON-DISCRIMINATION - CONTRACT PRINCETON TIC FLAT ROOF REPLACEMENTS 2015

NON-DISCRIMINATION OF EMPLOYEES FOR INTERSTATE, PRIMARY & SECONDARY PROJECTS

THE CONTRACTOR FURTHER AGREES AS FOLLOWS:

During the performance of the Contract, the Contractor and any of his subcontractors shall provide equal employment opportunities for all qualified persons and shall not discriminate against any employees or applicants because of race, color, religion, sex or national origin. The Contractor and his subcontractors shall comply with the executive orders of the Governor of the State of West Virginia dated October 16, 1963 and December 15, 1965, the Presidential Executive Order Number 11246 as amended by Executive Order Number 11375 and as supplemented in Department of Labor Regulations (Title 41 Codes of Federal Regulations, Part 60) and the Civil Rights Act of 1964 as amended, with the relevant rules, regulations and orders of the Secretary of Labor pertaining thereto, and with all related non-discrimination, non-segregation, affirmative action, veterans employment and handicapped employment laws, rules, regulations and orders (collectively the "EEO Requirements"). The Contractor will furnish upon request information and reports required by the EEO Requirements. The Contractor shall include these provisions in every subcontract or purchase order, unless exempted by the EEO Requirements, so that such provisions will be binding upon each Contractor, subcontractor or vendor performing services or providing materials relating to the work.

12-7-10 WVPA

Date: 8-16-95. Revised

WEST VIRGINIA PARKWAYS AUTHORITY

COMPLETION DATE

Construction under the above proposal and calculation of working time will begin no later than 10 calendar day after notice to proceed, and will be completed by date of June 30, 2015.

It is agreed that time is of the essence for this contract, and that I (we) will, in the event of my (our) failure to complete the contract within the time limited named, reimburse the West Virginia Parkways Authority an amount to be determined by the said Authority as sufficient to cover fully any additional demonstrable costs incurred by the Authority because of such failure, including extra engineering costs, in addition to that specified in section 108.7 of the Standard Specifications.

CERTIFICATE OF COMPLIANCE INVOLVING THE SUPPLYING
OF ALUMINUM, GLASS, STEEL OR IRON PRODUCTS

We have complied and shall continue to comply with the provisions of Chapter 5, Article 19, of the Official West Virginia code, 1931, as amended, which statute is incorporated herein by reference and the applicable specifications involving Domestic Aluminum, Glass and Iron in Public Works Projects. We have also complied and shall continue to comply with the provisions of Chapter 5A, Article 3, Section 56 of the West Virginia code, 1931, as amended, which statute is incorporated herein by reference and the applicable specifications, involving *Domestic Steel Products in State Supported Projects*.

SIGNATURE SHEET FOR CONTRACT PRINCETON TIC FLAT ROOF REPLACEMENTS 2015

IF AN INDIVIDUAL, SIGN BELOW:

(Name)

(Post Office Address)

IF AN INDIVIDUAL DOING BUSINESS UNDER
A TRADE NAME, SIGN BELOW:

(Trade Name)

(Street and Post Office Address)

(Sole Owner)

By _____

IF A PARTNERSHIP, SIGN BELOW:

(Name of Partnership)

(Street and Post Office Address)

By _____
(Authorized Partner)

(Street and Post Office Address)

IF A JOINT BID, SIGN BELOW:

(Name of Corporation)

(Name of Corporation)

Incorporated under the laws of the
State of _____

Incorporated under the laws of the
State of _____

By _____

By _____

(Title of Officer)

(Title of Officer)

(Street and Post Office Address)

(Street and Post Office Address)

IF A CORPORATION, SIGN BELOW:

(Name of Corporation)

Incorporated under the laws of the
State of _____

By _____

(Street and Post Office Address)

(Title of Signing Officer)

ACKNOWLEDGMENT MUST BE NOTARIZED:

Taken, subscribed and sworn to before me this ____ day of _____, 20 ____.

My commission Expires _____.

Notary seal if not
Executed in West Virginia

(Notary Public)

WEST VIRGINIA PARKWAYS AUTHORITY

PROPOSAL GUARANTY BOND

CONTRACT NUMBER: CONTRACT PRINCETON TIC FLAT ROOF REPLACEMENTS 2015

COUNTIES: MERCER, WEST VIRGINIA

KNOW ALL MEN BY THESE PRESENTS, that we _____

Hereinafter called the "Principal" and _____

_____ corporation(s)

incorporated under the laws of the State(s) of _____ and duly authorized to do business in the State of West Virginia, hereinafter (collectively, if two or more Sureties) called the "Surety" are held and firmly bound unto the West Virginia Parkways Authority, in the full and just sum of TWO THOUSAND DOLLARS (\$2,000) OR FIVE PERCENT (5%) OF TOTAL BID, WHICHEVER IS GREATER, lawful money of the United States of America, to be paid to the West Virginia Parkways Authority, which payment well and truly to be made and done, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this _____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the West Virginia Parkways Authority, a proposal attached hereto and hereby made a part hereof, to enter into a contract in writing for:

CONTRACT
NUMBER: CONTRACT FLAT ROOF REPLACEMENTS 2015

NOW, THEREFORE,

- a. If said Proposal shall be rejected by the West Virginia Parkways Authority or in the alternative;
- b. If said Proposal shall be accepted by the West Virginia Parkways Authority and the Principal shall duly execute the Contract and furnish the required Contract Bond within the stipulated time.

Then this obligation shall be void; otherwise the same shall remain in force and effect, and the Principal and Surety will pay unto the obligee the amount of this bond, which sum shall become the property of the West Virginia Parkways Authority, pursuant to Paragraph 103.9 of the Standard Specifications of the West Virginia Department of Transportation, Division of Highways, Adopted 2010 as applicable: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which The Authority may accept such proposal; and said Surety does hereby waive notice of any such extension.

The Principal and the Surety have hereunto set their hands and seals, and such of them, as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers.

_____(Seal)_____(Seal)
PRINCIPAL SURETY

By_____ By_____

TITLE_____ TITLE_____

_____(Seal)
IF CO/SURETY

By_____

TITLE _____

(Acknowledgment)
(Surety)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__.

My Commission Expires _____

NOTARY PUBLIC
(If Co/Surety)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__.

My Commission Expires_____

NOTARY PUBLIC

Attach Powers of Attorney Involved.

June 24, 1993

Revised: November 8, 2000; January 20, 2005, April 20, 2006

CONTRACT

THIS AGREEMENT, made _____, 20____, between the West Virginia Parkways Authority, a Corporation, hereinafter called "AUTHORITY" and _____, hereinafter called "CONTRACTOR".

WITNESSETH: WHEREAS "AUTHORITY" did by certain advertisement duly published and posted in accordance to law, invite proposals for the construction according to the plans and specifications of the "AUTHORITY", now on file in the office of the "AUTHORITY" the following project:

PROJECT NAME:
MERCER COUNTY, WEST VIRGINIA
KNOWN AND DESIGNATED AS:
CONTRACT NO: FLAT ROOF REPLACEMENT 2015

WHEREAS, pursuant to said advertisement, "CONTRACTOR" submitted in writing a proposal and bid hereto attached for the construction of the above referenced project, according to said plans and specifications; and whereas, the contract for said project was duly awarded to Contractor, said "CONTRACTOR", being the lowest responsible bidder in said proposal, which proposal in the amount of (*written out*), (*\$Figures*) is hereto attached and made a part hereof:

(Written out)

(\$Figures)

- (1) NOW, THEREFORE, in consideration of the premises aforesaid, and the payments to be paid by "AUTHORITY" as set forth in said proposal "CONTRACTOR" agrees to furnish at his own cost and expense all the necessary materials, labor, tools, and equipment to build and complete said project in accordance with the plans, specifications and Special Provisions therefore on file in the office of the "AUTHORITY" which are hereby made a part of this contract.
- (2) "CONTRACTOR" AGREES he is fully informed as to all conditions affecting the work to done, as well as to the labor and materials to be furnished for the completion of this contract, and that such information was secured by personal investigation and research and not wholly from the estimate of the engineer, and that he will make no claim against the said "AUTHORITY" by reason of estimates, tests, or representations heretofore made by an officer or agent of said "AUTHORITY."
- (3) THE WORK under this contract shall be performed in accordance with the true intent and meaning hereof and according to plans and specifications, without expense of any nature whatsoever to said "AUTHORITY", other than the consideration named in this contract.

The "AUTHORITY", however, reserves the right to make such additions, deductions, or changes as it deems necessary, making an allowance or deduction therefore at the prices named in the proposal for this work, and the contract shall in no way be invalidated for any loss of anticipated

profits because of such change by reason of any variations between the estimated quantities and the quantities of the work done.

- (4) "CONTRACTOR" AGREES to conform to the laws of the State of West Virginia in reference to keeping the project open, and to all other legal requirements not mentioned herein, or specified; to keep all employees engaged on said work protected by the Worker's Compensation Fund in compliance with the Act of the Legislature of West Virginia, known as The Worker's Compensation Act, which is made a part hereof, and to save the "AUTHORITY" harmless from all liability for damage to persons or property that may accrue during and by reason of the acts or negligence of the "CONTRACTOR", his agents, employees, or subcontractors, if there be such.
- (5) CONSTRUCTION UNDER the above proposal and calculation of working time will begin with a Notice to Proceed and will complete by/or on June 30, 2015.

IT IS AGREED that time is of the essence of this contract, and that "CONTRACTOR" will, in the event of failure to complete the contract within the time limit named, reimburse to the "AUTHORITY" an amount to be determined by said "AUTHORITY" as sufficient to cover fully any additional demonstrable costs incurred by the "AUTHORITY" because of such failure, including extra engineering costs, in addition to that specified in section 108.7 of the Standard Specifications.

- (6) IT IS FURTHER AGREED if at any time during the prosecution of the work, the "AUTHORITY" shall determine that the work provided for is not being performed according to the contract; it may suspend the work under the contract, and thereupon complete it in compliance with the contract.
- (7) ON THE FAITHFUL PERFORMANCE of the work set forth in the contract and the acceptance of the "AUTHORITY", the "AUTHORITY" hereby agrees to pay the "CONTRACTOR" the amount due and owing.
- (8) THE AUTHORITY SHALL, once in each month make an estimate of work done, and of material which has been actually put in place, in accordance with the terms and conditions of this contract, during the preceding month, and compute the value thereof as set forth in the contract. From the total of the amounts so ascertained, there shall be deducted an amount equivalent to two (2) percent (2%) of the whole to be retained by the "AUTHORITY" until after completion of the entire contract, and its acceptance.
- (9) IT IS FURTHER AGREED that so long as any lawful or proper directions concerning the work or material given by the "AUTHORITY" shall remain unaccomplished, the "CONTRACTOR" shall not be paid any estimate on account of work done or material furnished until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.

- (10) "CONTRACTOR" AGREES that in the employment of labor, in the performance of this contract, no preference or discrimination among citizens of the United States shall be made.
- (11) IT IS UNDERSTOOD and agreed that the plans, specifications, and proposals, as well as the "Information for Bidders", a copy of which is hereto attached, are each made part of this contract, and each and every provision thereof not herein specifically set forth shall be considered as binding upon the parties hereto as though same were herein written.
- (12) CONTRACTOR SHALL NOT assign, transfer, convey, sublet, or otherwise dispose of this contract, or of his right, title or interest therein, or his power to execute such contract, to any other persons, company, or corporation, without the previous consent in writing of the "AUTHORITY."
- (13) A COPY of the bond given by the "CONTRACTOR" to secure proper compliance with the terms and provisions of this contract is hereto attached and made a part thereof.
- (14) WHEREVER the term "West Virginia Department of Highways" is used in any contract document, it means "West Virginia Parkways Authority."
- (15) THIS CONTRACT has been recommended by the General Manager and in witness thereof, the "AUTHORITY" has caused its corporate name to be signed hereto by Gregory C. Barr, General Manager, and its corporate seal affixed hereto, and "CONTRACTOR" has caused this contract to be properly executed as set forth below:

(SEAL)

(name of corporation)

ATTEST:

By _____
Signature

Witness

Name and Title of Officer Signing

Date

Witness

**WEST VIRGINIA PARKWAYS
AUTHORITY, a Corporation**

General Manager

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

Hereinafter called the "PRINCIPAL" and _____

A corporation, incorporated under the laws of the State of _____

hereinafter called the "SURETY" are held and firmly bound unto the West Virginia Parkways Authority and the Trustee in the full and just sum of _____

lawful money of the United States of America, to be paid to the West Virginia Parkways Authority, which payment well and truly too be made and done, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

Sealed with our respective seal and dated _____

The condition of this obligation is such: THAT WHEREAS, the said "PRINCIPAL" as "Contractor" has entered into a certain contract dated _____ with the West Virginia Parkways Authority, a corporation, to build and complete according to the plans and specifications therein described and referred to, that certain project in MERCER COUNTY, West Virginia, described as follows:

PROJECT NAME: PRINCETON TIC FLAT ROOF REPLACEMENT 2015
MERCER COUNTY, WEST VIRGINIA
KNOWN AND DESIGNATED AS:
PRINCETON TIC FLAT ROOF REPLACEMENT 2015

WHEREAS, it was one of the conditions of the award of said contract that this bond be executed by "PRINCIPAL" and "SURETY" and delivered to the West Virginia Parkways Authority.

NOW, THEREFORE, if the said "PRINCIPAL" as contractors, shall in all respects well and truly comply with the terms and conditions of said contract, and his, their or its obligations thereunder, including the plans and specifications therein described and referred to, all, of which are made a part hereof, and such alterations and modifications as may be made in said plans and specifications as therein provided, which alternations and modifications shall not operate to discharge the "PRINCIPAL" or "SURETY" on this bond, and said Contractor shall well and truly, and in a manner satisfactory to the West Virginia Parkways Authority, complete the work contracted for in accordance with the terms and

conditions of said contract and within the completion date therein specified, and shall promptly pay in full to the persons, entitled thereto for all materials, gas, oil, repairs, suppliers, equipment, rental charges for equipment and charges for the use of the equipment, and labor used by the Contractor in and about the performance of such contract, including such claims, services, and obligations against subcontractors, and shall save harmless the West Virginia Parkways Authority, and the Trustee from any expense incurred through the failure of said Contractor, including subcontractors, to complete the work as specified, and for any damages growing out of the carelessness or negligence of said Contractor, his, their or its servants, agents and employees, or his subcontractors, their agents, servants, and employees, and shall fully pay off and discharge and secure the release of any and all mechanics' liens which may be placed upon said property by any subcontractor, laborer, or material men, and shall also save and keep harmless the West Virginia Parkways Authority and the Trustee from all losses to it or them from any cause whatever including patent, trademark, and copyright infringements in the manner or constructing said contract including errors in drawings furnished by the Contractor, then this obligation shall be null and void. Otherwise it shall remain in full force and effect.

(Affix Corporation Seal Here)

_____	_____
	Name of Corporation
By: _____	_____
	Title of Officer Signing
_____	_____
If Co/Surety Company	Surety Company
By: _____	By: _____
_____	_____
Title	_____
_____	Title
_____	_____
Street Address	Street Address
_____	_____
City, State, Zip Code	City, State, Zip Code
_____	_____
Phone Number	Phone Number

(for Contractor if a Corporation)

State of _____ County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

by: _____

Name of Officer

Title of Officer

of: _____

(Insert Name of Corporation)

a _____ Corporation, on behalf of the Corporation.
(State of Incorporation)

My commission expires _____
Notary Public

(For Surety if Corporation)

State of _____ County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

by: _____ as Attorney-In-Fact on behalf of
(Name of Attorney-In-Fact)

(Insert Name of Corporation)

a _____ Corporation, on behalf of the Corporation.
(State of Incorporation)

My commission expires _____
Notary Public

(For Co/Surety if Corporation)

State of _____ County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

BY: _____
Name of Officer Title of Officer

OF: _____
(Insert Name of Corporation)

A _____ Corporation, on behalf of the corporation.
(State of Corporation)

My commission expires _____
Notary Public

WEST VIRGINIA PARKWAYS AUTHORITY

WEST VIRGINIA TURNPIKE

CONTRACT PRINCETON TIC FLAT ROOF REPLACEMENT 2015

MERCER COUNTY, WEST VIRGINIA

FINAL RELEASE OF LIABILITY

I/We _____ hereby certify that all bills, charges and salaries for labor, services, materials and rental of equipment, arising out of the prosecution of the work under Contract/Project No. BSR-1-13 have been paid, or satisfactory arrangements for payment have been made. I/We further certify that all other just demands and liens relating to this project have been fully satisfied. I/We hereby release the West Virginia Parkways Authority, its Engineers and representatives from all claims demands and liability of whatsoever nature arising from anything done or furnished under this contract.

SIGNED AND SEALED THIS _____ day of _____, 20____.

Business Name

Address

Witness or Attest:

By: _____ (L.S.)

Title: _____

(Affix Corporate Seal Here)

WEST VIRGINIA PARKWAYS AUTHORITY

SPECIAL PROVISIONS

PREFACE:

The “Standard Specifications Road and Bridges” of the West Virginia Department of Transportation, Adopted 2010, copies of which are issued separately, as amended and augmented by the latest Supplemental Specifications, the contract plans, this document, and the Special Provisions following, shall govern the construction of this Project and the performance of the Contract. These specifications are hereby made a part of the Contract as fully and with the same effect as if set forth at length herein.

Attention is directed to the fact that any other documents printed by the West Virginia Department of Transportation modifying or supplementing said “Road and Bridges Specifications”, such as Special Provisions (by the Department), Notice to Bidders, etc., do not form a part of this Contract nor govern its performance, unless specifically so-stated in the Special Provisions herein contained. The current edition of the WVDOT “Standard Details Book”, Volumes I, II and III, as amended are hereby made a part of this contract.

References to “Proposal” have been used interchangeably with “Bid” in the Authority’s documents for this contract. This shall be accounted for when working contract documents prepared by the Authority with those standards prepared by WVDOT.

References made to specific section numbers in these Supplemental Specifications, or in any of the various documents which constitute the complete Contract Documents, shall, unless otherwise denoted, be construed as referenced to the corresponding section of the “Road and Bridges Specifications” issued by the West Virginia Department of Transportation in 2010.

WVPA

Revised: 4-1-11

WEST VIRGINIA PARKWAYS AUTHORITY

SPECIAL PROVISIONS

TO

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
ROAD AND BRIDGES SPECIFICATIONS
OF 2010

The following provisions represent modifications to the corresponding sections of the West Virginia Department of Transportation Specifications, described above, and relate exclusively to the West Virginia Parkways Authority Contracts. In case of conflicting requirements between the West Virginia Department of Transportation Specifications and these modifications, the modifications shall govern. Any applicable provision in the West Virginia Department of Transportation Specifications not amended by and not in conflict with any Supplemental Specifications or Special Provision shall be in full effect.

All modifications contained herein are additions to the provisions of the designated sections of the West Virginia Department of Transportation Specifications unless the text specifically identifies a requirement to be an amendment to deletion of or substitution for a provision in the West Virginia Department of Transportation Specifications.

SECTION 101 - DEFINITION OF TERMS

101 Terms

The following new definitions are added to amended by this section:

ADDENDUM - A written, fax or telegraphic revision or addition to any of the Contract Documents, transmitted in advance of the opening of Bids to all parties who have been recorded by the Authority as having secured full sets of Contract Documents directly from the Authority or their designee.

AUTHORITY - The West Virginia Parkways Authority, an agency of the state created by an amendment to the Code of West Virginia by amending, in Chapter 17, an Article 16A containing Section Nos. 17-16A-1 to 17-16A-23 inclusive. The Authority's principal office is presently located at 3310 Piedmont Road, Charleston, West Virginia, 25306.

MOT - Maintenance of Traffic **MUTCD** - Manual on Uniform Traffic Control Devices for Streets and Highway and the West Virginia Supplement to the Manual on Uniform Traffic Control Devices for Streets and Highways.

BID BOND - One of the two permissible means of security offered as the Bid Guaranty, in the form of a surety bond executed by the Bidder and the Contractor's Surety, guaranteeing that if the Authority Should award the Contract to the Contractor, the Bidder will execute and deliver the Contract Agreement and Contract Bond, together with other required documents (see Sec. 103.5), all within the prescribed time (see Sec. 103.8).

STANDARD DRAWINGS - Whenever the Plans and/or Specifications refer to "Standards" or "Standard Drawings" such reference shall be construed to mean the set of drawings issued by the West Virginia Department of Transportation, Division of Highways, and entitled Standard Details Book, Volumes I, II and III. Those standards or standard drawings current at the date of advertisement are applicable to work on this Contract.

FULL COMPLETION OF ALL WORK (OR TO FULLY COMPLETE ALL WORK) - The completion of all work specified under this Contract as evidenced by the formal acceptance thereof by the Authority.

TRAFFIC CONTROL MANUAL - Manual on Temporary Traffic Control for Streets and Highways, dated May, 2006 and all subsequent revisions when revised.

Whenever in the various Contract Documents the term, “Commission” or “State” appears, it shall be replaced by the term, “West Virginia Parkways Authority.” Similarly, the term, “Commissioner” shall be replaced by the term, “General Manager” of the West Virginia Parkways Authority.

Whenever in the West Virginia Department of Transportation Specifications and Standard Drawings the term “Division” or “West Virginia Department of Transportation” appears, it shall be replaced by the term, “West Virginia Parkways Authority,” except in references to said West Virginia Department of Transportation, Division of Highways, as being the author of certain Specifications and Standard Drawings, and in reference to said Division’s Internet Web Site and as the agency prequalifying prospective Bidders.

Whenever in the West Virginia Department of Transportation Specifications, Special Provisions and Standard Drawings the term, “District Engineer” appears, it shall be replaced by the term, “Engineer”.

The definitions for the following terms as they appear in this section are deleted and the following definitions substituted therefore:

CONTRACT TIME - Each calendar date indicated in the Specifications or Special Provisions as the time allowed for the completion of any designated portion or for all of the work under the Contract, including any extensions thereto that may subsequently be authorized.

ENGINEER - The authorized representative(s) of the firm of the General Consultant, HNTB Corporation, or other firm who have been duly appointed by the Authority to prepare Plans and Specifications for the Contract and to monitor the construction work performed in connection therewith.

The headquarters office of HNTB Corporation, for this project is located at #3 Mission Way, Scott Depot, WV 25560, contact Bill Manuel, telephone (304) 760-1817 or by email at vmanuel@hntb.com.

SPECIFICATIONS - The general term comprising all the directions, provisions and requirements contained in the West Virginia Department of Transportation, “Roads and Bridges Specifications”, 2010, Edition, and their latest Supplemental Specifications, the Authority’s Supplemental Specifications and Special Provisions, and in any Addenda and Change Orders or Supplemental Agreements that may be issued, all of which are necessary for the proper performance of the Contract.

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.1 Prequalification of Bidders

This Section is amended as follows:

Contractors are not required to be prequalified to submit bids for contracts for construction of this project.

Contract documents are made available to all parties (as stated in the Advertisement for Bids).

102.2 Contents of Proposal Forms

The following documents are bound with and are also a part of the Bid Form:

Non-Collusion Affidavit
Contractor’s License Certification
Addenda Certifications
Non Discrimination Requirement

102.5 Examination of Plans, Specifications and Site of Work

Add the following paragraphs:

The Bidders are required to visit the Project site to form their own conclusions regarding access requirements, effort required to perform the tasks and other information needed to prepare their bid. Prior to visiting the site, a Bidder shall notify the Authority of the time and date of the Bidder's visit.

INSTRUCTIONS FOR SITE VISITS

Call Cheryl Porterfield with the West Virginia Parkways Authority (304) 256-6680 Monday thru Thursday 8am to 4pm.

Any Addenda that may be issued will be sent either by certified mail, overnight mail, facsimile, or some other means by which receipt of same can be accurately documented. The return to the Authority of a prospective Bidder's receipt of such Addenda will also be prima facie evidence that the Bidder has received and acknowledged the Addenda and has taken the contents thereof into consideration in preparing the Bidder's Bid.

102.6 Preparation of Bid

The Non-Collusion Affidavit must be executed by the person signing the Bid. In the case of Joint Venture Bidders, only the person signing the Bid on behalf of the Contractors involved need execute the Non-Collusion Affidavit.

The West Virginia Parkways Authority may elect to receive bids on more than one construction contract on the same date. When this event occurs, the Authority will award the various contracts after all of the bids for the various contracts are received and analyzed.

102.8 Bid Guaranty

The following is added:

If a certified check is submitted as the Bid Guaranty, the check is to be made payable to the West Virginia Parkways Authority, and the project name and Contract number shall also appear on the face of the check, as well as the business name of the bidder.

A bid bond will be accepted only if executed on a form which contains the exact wording as the Bid Bond included in these contract documents form. Any bid accompanied by a bond having wording, which differs in any respect from the Bid Bond form may be rejected.

102.9 Delivery of Proposals

Delete the entire section and substitute the following:

Bids will be accepted at the Authority's office at 3310 Piedmont Road, Charleston, West Virginia 25306 until scheduled bid opening time.

SECTION 103 - AWARD AND EXECUTION OF CONTRACTS

103.2 Award of Contract

Delete the contents of 103.2 and replace with the following:

The Authority will award a contract within thirty (30) days of the bid opening for said Contract. If a Contract is not awarded within this time period, the Bidder shall have the right to withdraw the Bidder's Bid for the Contract without penalty or prejudice, unless the award date is extended by mutual consent.

The Authority agrees that Award of Contract, if made, will be determined without discrimination on the ground of race, creed, color, sex or national origin.

103.6 Insurance Requirements

Delete the heading and contents of Section 103.6.1 and replace with the following:

103.6.1 Contractor's General Liability Insurance

The Contractor shall maintain commercial general liability (CGL) coverage with limits not less than:

General Aggregate	\$2,000,000
Products Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$ 1,000,000
Each Occurrence*	\$ 1,000,000
Fire Damage	\$ 50,000
Medical Expense Limit	\$ 5,000

*Each Occurrence limit shall be \$2,000,000 when performing any operations that are subject to 107.8. Railway-Highway Provisions.

The CGL shall be written on ISO occurrence form CG 00 01, or equivalent, and shall cover liability arising from premises-operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage whenever work involving these exposures are undertaken. The CGL policy shall include endorsements that amend the aggregate limits of insurance to be applicable to each construction project separately.

Contractor shall furnish an Acord Form 25-S Certificate of Insurance, or its equivalent, with a 30-day notice of cancellation provisions to evidence this CGL coverage.

Delete the heading and contents of Section 103.6.2 and replace with the following:

103.6.2 Employer's Liability Insurance

The Contractor shall also give evidence of insurance for Employer's Liability Insurance, with a 30-day notice of cancellation. The Employer's Liability policy must include coverage to protect the contractor for claims brought under Section 23-4-2 of West Virginia Code. The limits of insurance under this section shall be as follows:

Each accident	\$1,000,000
Each disease	\$1,000,000
Each disease employee	\$1,000,000

Evidence of this coverage can be set forth on the ACORD 25-S specified in Subsection 103.6.1.

Delete the heading and contents of Section 103.6.4 and leave blank.

Delete the heading and contents of Section 103.6.5 and leave blank.

DELETE THE HEADING AND CONTENTS OF SETCION 103.6.6 AND REPLACE WITH THE FOLLOWING:

103.6.6 General

The Contractor shall procure and maintain at his own expense, until acceptance by the Authority of the Project, insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts herein provided, with insurance companies authorized to do business in the State. Before commencing the work, certificates of insurance together with declaration pages in satisfactory form shall be submitted to the Authority showing that he and all of his subcontractors have complied with this Subsection. The certificate or certificates and declaration pages shall provide that the policies shall not be changed or canceled until 30 days' notice has been given to the Authority. All certificates and notices of cancellation or change shall be mailed to Gregory C. Barr, General Manager, WV Parkways Authority, P.O. Box 1469, Charleston, WV 25325. Upon request, the Contractor shall furnish the Authority with a certified copy of each policy, including the provisions establishing premiums.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the Authority from taking such other actions as are available to it under any other provision of this Contract or otherwise in law.

The above required CGL Insurance shall name as additional insured's the WVPA, the Engineer and his consultants and each of their officers, agents and employees.

The insurance policy shall be endorsed to include Broad Form Property Damage, Contractual Liability, Completed Operations and Independent Contractors.

103.7 Special Insurance

103.7.1 Marine Liability Insurance

The Contractor and/or Subcontractors engaged in marine operations must obtain "Primary Protection and Indemnity Insurance" with the limit of liability clause to be \$1,000,000 single limit for each occurrence.

103.7.2 Worker's Compensation and Employers Liability Insurance

The Contractor shall provide:

1. Worker's Compensation Insurance - In accordance with the requirements of the laws of the State of West Virginia and shall include an all states endorsement to extend coverage to any state, which may be interpreted to have legal jurisdiction.
2. Employers Liability Insurance - Limit of not less than \$500,000 for each accident.

103.7.3 Excess Protection and Indemnity

This insurance shall have a minimum limit of \$1,000,000.

103.7.4 Umbrella Liability

This insurance shall have a minimum limit of \$1,000,000. The above required Umbrella Liability Insurance shall name as additional insured the WVPA, the Engineer and his consultants and each of their officers, agents, and employees.

103.7.5 Indemnity

To the fullest extent permitted by Law and Regulations, Contractor shall defend, indemnify and hold harmless the WVPA, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, and other consultants of each and any of them, from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of the Work; provided that such claim, cost, loss or damage: (I) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property

(other than the Work itself), including the loss of use resulting therefrom, and (II) is caused in whole or in part by any negligent act or omission of Contractor, Subcontractor, Supplier, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by the negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Law or Regulations regardless of the negligence of such person or entity. Without limiting the generality of the foregoing, this indemnification obligation shall extend to and include any actions brought by, or in the name of, any employee of Contractor or organization to whom the Contractor is legally liable.

103.10 Preconstruction Conference

Delete this subsection. Substitute the following:

The preconstruction conference will be scheduled at a mutually agreed time as soon as possible after the award of the Contract. It will be held at the WVPA Headquarters at 3310 Piedmont Road. The Contractor, his superintendent or an agent authorized to sign the Contract Documents shall be present at the conference. The Contractor shall present the following items:

- | | |
|---|---------------------------------------|
| 1. Contract Bond | 6. Quality Control Plan(s) |
| 2. Insurance Certificate(s) | 7. Pollution Control Plan(s) |
| 3. Progress Schedule and Operation Plan | 8. List of Contractor's Key Personnel |
| 4. List of Material Supplier(s) | 9. Safety Plan |
| 5. West Virginia Workers Compensation Certificate | 10. List of Subcontractors |

105.2 Plans and Working Drawings

The seventh paragraph of this Section is deleted and the following substituted therefore:

The Contractor shall submit seven (7) prints (on white background) of each working drawing to the Engineer for review sufficiently in advance of the time when the related materials must be ordered and/or related work begun, to allow for the Engineer's review and for possible corrections and resubmissions by the Contractor. Materials ordered and work begun before the governing working drawings are completely approved shall be at the sole risk and expense of the Contractor. Upon completion of review, one print of each working drawing will be returned to the Contractor either marked approved or bearing the reasons for rejection. Unapproved drawings shall be corrected and resubmitted (in quintuplicate) as often as necessary until approved. Working drawings shall be uniform in size and of the same dimensions as the Contract Plans. Each drawing shall state in the title box the name of the Project, Contract number, drawing title and number, revisions number and date, scale(s), and names of Contractor and Subcontractor (if any). A space approximately three (3) inches by four (4) inches shall be left clear adjacent to the title box for stamping purposes.

Upon return of a working drawing print marked "No Exception Taken", the Contractor shall forward seven (7) additional prints to the Engineer for record and construction purposes. Upon completion of all work, the original tracings suitable for reproduction of every working drawing shall be forwarded to the Engineer. If the tracing is not drawn in ink on film, the Contractor shall reproduce the original by means of an approved process which will simulate ink on film.

105.5 Cooperation of Contractor

Add the following sentence:

The Contractor shall obtain from the WVDOT, at the Contractor's expense, all necessary copies of the West Virginia Department of Transportation (WVDOT) Road and Bridges Specifications Adopted 2010, Supplemental Specifications issued January 19, 2011 and Standard Drawings.

105.17 Submission and Disposition of Claims

The first paragraph of this section is deleted and the following substituted therefore:

Early or prior knowledge by the Authority of an existing or impending claim for damages might alter the plans, scheduling and other actions of the Authority or result in mitigation or elimination of the effect of the act objected to by the Contractor. Therefore, a written statement describing (1) the act of omission or commission by the Authority or its agents that allegedly caused damage to the Contractor and (2) the nature of the claimed damage, must be submitted to the Engineer at the time of occurrence or beginning of the work upon which the claim and subsequent action is based. If such damage is deemed certain in the opinion of the Contractor to result from the Contractor's acting upon an order emanating from the Engineer, the Contractor shall take written exception to such order immediately. Submission of notice of claim as specified shall be mandatory, failure to comply shall be a conclusive waiver to such claim for damages by the Contractor. Mere oral notice or statement will not be sufficient nor will notice or statement after the event since it tends to hinder, if not prevent, the Authority's investigation of the pertinent facts. At the time of occurrence or prior to beginning the work, the Contractor shall furnish the Engineer with an itemized list of equipment, labor and materials for which additional compensation will be claimed. The Contractor shall afford the Engineer every facility for keeping actual cost of the work. The Contractor and Engineer shall compare records and bring them into agreement at the end of each day. Failure on the part of the Contractor to afford the Engineer proper facilities for keeping strict account of actual cost will constitute a waiver of the claim for such extra compensation except to the extent that it is substantiated by Authority records. The filing of such notice by the Contractor and the keeping of cost records by the Engineer shall in no way be construed to establish validity of the claim. In the event the Contractor's claim contains Contractor-furnished data which cannot be verified from the Authority's project record, such data shall be subject to complete audit by the Authority or its authorized representative if it is to be used as a basis for claim settlement.

Add the following:

105.18 Contractors Parking Access

Use of the Turnpike shoulders or roadway for parking vehicles or equipment will not be permitted. Contractor's vehicles and equipment needed at the site shall be parked only in the Contractor's work areas. The Authority will make designated areas located on Turnpike property available for parking for the Contractor's employees and other vehicles and equipment not in use, provided that areas are restored to their original condition upon completion of the work.

All employees' and Contractors' vehicles and equipment not needed in the execution of the work shall be parked in these designated areas.

Tracking of mud and debris onto the Turnpike will not be permitted.

U-turns will not be permitted. This is a traffic violation and tickets will be issued.

105.19 Contractor's Toll Passage

The Contractor shall be responsible for payment of tolls.

105.20 Material Acceptance

In general, the materials that are covered by the Highway Specifications for this project will be tested and accepted in accordance with the West Virginia Department of Transportation Standard Specifications Road and Bridges, Adopted 2010, and the latest Supplemental Specifications, the Plans, and these Special Provisions.

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.7 Public Convenience and Safety

The contractor shall keep the premises in a neat, safe and orderly condition at all times. Provide access to all entries, exits, and loading docks.

107.14 Responsibility for Damage Claims

Delete the first line of the first paragraph and substitute:

“The Contractor shall indemnify and save harmless the Trustee, the Authority, the Engineer and its employees”.

SECTION 109 - MEASUREMENT AND PAYMENT

109.6 Partial Payment

Delete the entire section on "Substitution of Securities for Retainages".

Delete the paragraph regarding investment of retainages in the Consolidated Investment Fund of the State of West Virginia.

109.7 Payment For Material On Hand

This Section is amended to the extent that Contractor's invoices for materials delivered to the site shall show actual prices for such materials.

WEST VIRGINIA PARKWAYS AUTHORITY

SPECIAL PROVISIONS FOR

**WEST VIRGINIA JOBS ACT
as amended and re-enacted by Senate Bill No. 352,
to take affect March 15, 2003**

This special provision shall not apply to any project in which federal funds are used for its construction.

If the Contract Bid Amount is equal to or greater than \$1,000,000 the West Virginia Jobs Act (Chapter 21 Article 1C of the West Virginia Code) and the following shall apply.

The Prime Contractor and all Subcontractors who work onsite are required to provide at least 75% of the workers from the local labor market as defined by the Act. The local labor market as defined by the Act includes all counties in West Virginia and any county that is within seventy-five miles of the West Virginia border. Each employer is permitted to have two workers from outside the local labor market. If workers are not available from inside the local labor market, the contractor shall obtain an employment waiver certificate from the local office of the West Virginia Job Service.

The Prime Contractor and all Subcontractors who work onsite shall provide to the WVPA a certified payroll and all employment waiver certificates for each week worked. The certified payroll must contain the County and State of residence for each employee. These shall be sent to Shelley Clay, Director of Purchasing at the West Virginia Parkways Authority, 3310 Piedmont Road, Charleston, WV 25306.

The West Virginia Division of Labor is responsible for interpreting and enforcing the provisions of the West Virginia Jobs Act. The information in this provision is being provided, as guidance to Contractors and is not meant to be all-inclusive. Not all information relating to the West Virginia Jobs Act is included in this provision.

WEST VIRGINIA PARKWAYS AUTHORITY
SPECIAL PROVISIONS FOR
SUBCONTRACTOR PROMPT PAYMENT

1. GENERAL:

Contractors shall pay subcontractors for work satisfactorily performed by subcontractor, within fourteen (14) calendar days of receipt from the Authority of payment for subcontracted work. Retainage may be held by the contractor during the pendency of a subcontractor's work in accordance with terms of the subcontract but must be released by the contractor within fourteen (14) calendar days of satisfactory completion of the subcontractor's work and payment for the completed subcontract work by the Authority. Acceptance of the subcontracted work by the Authority shall constitute satisfactory completion of subcontracted work.

2. WITHHOLDING PAYMENT RESTRICTIONS:

The Contractor may delay or postpone payment, or delay or postpone release of retainage for good cause. This may include but shall not be limited to failure by the Subcontractor to pay for labor, supplies, or materials, or to provide any required documentation. Delay or postponement of payment may only be effected after written approval by the Authority.

3. PENALTIES FOR NONCOMPLIANCE:

Failure to promptly pay subcontractors or to release subcontractor's retainage may result in disqualification of a contractor as non-responsible or refusal by the Authority to issue a Proposal Form to a contract for future projects as provided in Subsection 102.3. All subcontracting agreements made by the contractor as provided in Subsection 108.1 shall include this special Provision as incorporated in the contract. All disputes between the contractors and subcontractors relating to payment for completed work or retainage shall be referred to an independent dispute resolution arbitrator. Authority will provide internal controls to expedite the determination and processing of final quantities for the satisfactorily completed subcontracted portions of the contract in order to provide for prompt return of retainage.

WEST VIRGINIA PARKWAYS
AUTHORITY

Princeton TIC Flat Roof Replacement 2015

Princeton Tourist Information Center, Mercer County

Project Manual

1.1 PROJECT

- A. Project: Name Princeton TIC Flat Roof Replacement 2015
- B. Location: Princeton Tourist Information Center Exit 9, WV Turnpike

1.2 SCOPE OF WORK

- A. The contractor shall removing existing membrane roofing and rigid insulation to roof deck. (Before the existing roof remove begins, an approved method for removing the existing roof must be approved by the WV Parkways Authority.
- B. Replace any deteriorated plywood decking with equal to existing. (A separate square foot bid item is provided for any damaged areas to be identified by the authority's representative using item 2).
- C. Thoroughly clean and remove all dirt and loose debris prior to installing the new roof system.
- D. Over sound and clean substrate furnish and install Duro-Last or equal insulation board.
- E. Furnish and install by a factory certified installer, a custom designed prefabricated 40-mil Duro-Last Roofing System or equal to make a water tight system in accordance with manufactures specifications.
- F. Terminate curb walls that are located at the glass roof system under existing flashing or replace with like. Terminate all other curbs at the cast stone coping with factory approved finishing strip.
- G. Dispose of all waste properly at an approved landfill and providing the Authority with a copy of the waste manifest.
- H. The Contractor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or municipal laws, along with all regulations, and ordinances of any regulating body.

1.3 INSTALLATION

- A. The contractor shall furnish all labor, equipment and materials to perform the work.
- B. The contractor must be an approved contractor by the roof system manufacture and all work must be inspected and approved by the roof system manufacture.
- C. During the construction all entry/exit ways much remain open and clear of obstruction.
- D. The contractor is responsible to protect the building and its contents from moisture entering the building from any roof covering that has been removed or disturbed or any changes to the roof as a result of the work performed on the roof during the prosecution of this work.

1.4 QUALITY ASSURANCE

- A. The contractor shall provide any and all certifications, license, and labor necessary to assure obtaining the full roof manufacture warranty.
- B. The contractor shall use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed to properly perform the roof system.
- C. The contractor has the responsibility to protect the Owner's property and the property of others located inside the Tourist Information Center from damage due to weather or construction activities. The contractor shall make the necessary provisions to prevent rain or other inclement weather from entering the structure. Any damage caused from the replacement of the roof system shall be the responsibility of the contractor to repair/replace with acceptance by the Parkways Authority.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver the materials to the job site and store, in a safe area, out of the way off the entrances and exits.

1.6 SITE CONDITIONS

- A. Keep the premises in a neat, safe and orderly condition at all times. Keep debris away from exits at all times.
- B. The Tourist Information Center will be open for business during this work. Provide barriers, fencing, signs, and any other protection necessary to assure the safety of all Tourist Information Center patrons.

1.7 WARRANTIES

- A. Inspection, testing, etc. needed for warranty shall be the responsibility of the contractor.
- B. Contractor shall warrant materials, workmanship, to be watertight for 2 years.

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The Authority may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the West Virginia Code.
7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the Legislative Rules shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
13. HIPAA Business Associate Addendum - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Authority.
2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Director may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

Rev. 9/25/07

WV PARKWAYS AUTHORITY
Purchasing Department

STATE OF WEST VIRGINIA

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____
Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20____. My

Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Purchasing Affidavit (Revised 07/01/2012)